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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS**

GEORGE LOUNSBURY, INDIVIDUALLY
AND ON BEHALF OF ALL WRONGFUL
DEATH BENEFICIARIES OF FRANCES I.
LOUNSBURY, DECEASED,

Plaintiff,

v.

SYNGENTA AG; SYNGENTA CROP
PROTECTION, LLC; CHEVRON U.S.A. INC.;
and DOES 1 through 60 inclusive,

Defendants.

**This Document Relates to
Civil Action No.:** _____

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

1
2 Plaintiff, George Lounsbury, (hereinafter referred to as “Plaintiff”) individually,
3 and on behalf of all wrongful death beneficiaries of Frances I. Lounsbury, deceased,
4 (hereinafter referred to as “the Decedent”) by and through counsel Allen Smith of THE
5 SMITH LAW FIRM, PLLC, alleges upon information and belief and complains of
6 Defendants Syngenta AG (“SAG”) and Syngenta Crop Protection, LLC (“SCPLLC”) (together with their predecessors-in-interest, referred to collectively as the “Syngenta Defendants”); Chevron U.S.A. Inc. (together with its predecessors-in-interest, referred to collectively as the “Chevron Defendants”); and Does One through Sixty, and states:

10 STATEMENT OF THE CASE

11 1. The Decedent suffered from Parkinson’s disease caused by her exposure to the
12 herbicide Paraquat and later passed away on or about August 07, 2022.

13 2. The Decedent was a Wisconsin resident at the time of her death.

14 3. Plaintiff is the son of the Decedent, Frances I. Lounsbury, and is an adult resident
15 of Wisconsin.

16 4. Defendants are companies that since 1964 have manufactured, distributed, licensed,
17 marketed, and sold Paraquat for use in the United States, including California.

18 5. Plaintiff brings this action individually, and on behalf of all wrongful death
19 beneficiaries of the Decedent to recover damages for personal injuries and or losses of the Plaintiff
20 and the Decedent resulting from exposure to Paraquat manufactured, distributed, and sold by
21 Defendants.

22 6. Defendants’ tortious conduct, including their negligent acts and omissions in the
23 research, testing, design, manufacture, marketing, and sale of Paraquat, caused the Plaintiff’s and
24 the Decedent’s injuries and or losses. At all relevant times, Defendants knew, or in the exercise of
25 reasonable care should have known, that Paraquat was a highly toxic substance that can cause
26 severe neurological injuries and impairment, and should have taken steps in their research,
27 manufacture, and sale of Paraquat to ensure that people would not be harmed by foreseeable uses
28 of Paraquat.

JURISDICTION

7. This Court has jurisdiction over Defendants and this action pursuant to 28 U.S.C. § 1332 because there is complete diversity of citizenship between the Plaintiff and each Defendant. Indeed, Plaintiff is a resident of Wisconsin; SCPLLC is a Delaware limited liability company with its principal place of business in Greensboro, North Carolina (SCPLLC is a wholly-owned subsidiary of Defendant SAG); SAG is a foreign corporation with its principal place of business in Basel, Switzerland; and Chevron U.S.A., Inc. is a Pennsylvania corporation with its principal place of business in San Ramon in Contra Costa County, California. Defendants are all either incorporated and/or have their principal place of business outside of the state in which the Plaintiff resides.

8. The amount in controversy between Plaintiff and Defendants exceeds \$75,000, exclusive of interest and cost.

VENUE

9. Venue is proper in the Southern District of Illinois pursuant to PTO 1 of MDL 3004 stating that any plaintiff whose case would be subject to transfer to MDL 3004 may file his or her case directly in MDL 3004 in the Southern District of Illinois.

10. If not for PTO, Plaintiff would have filed and venue is proper within the Northern District of California pursuant to 28 U.S.C. § 1391 in that Defendants conduct business here and are subject to personal jurisdiction in this district. Furthermore, Defendants sell, market, and/or distribute Paraquat within the Northern District of California. Also, a substantial part of the acts and/or omissions giving rise to these claims occurred within this District. Chevron U.S.A., Inc. is a corporation organized under the laws of the State of Pennsylvania, with its headquarters and principal place of business in San Ramon in Contra Costa County, California.

11. This Court has personal jurisdiction over each of the Defendants in this diversity case because a state court of California would have such jurisdiction, in that:

a. Over a period of two (Chevron) to six (Syngenta) decades, each Defendant and/or its predecessor(s), together with those with whom they were acting in concert, manufactured Paraquat for use as an active ingredient in Paraquat products, distributed

1 Paraquat to formulators of Paraquat products, formulated Paraquat products, marketed
2 Paraquat products to the California agricultural community, and/or distributed Paraquat
3 products, intending that such products regularly would be, and knowing they regularly
4 were, sold and used in the State of California;

5 b. Plaintiff's claims against each Defendant arise out of these contacts between the
6 Defendant and/or its predecessor(s), together with those with whom they were acting in
7 concert, with the State of California; and

8 c. These contacts between each Defendant and/or its predecessors, together with
9 those with whom they were acting in concert, and the State of California, were so regular,
10 frequent, and sustained as to provide fair warning that it might be hauled into court there,
11 such that requiring it to defend this action in the State of California does not offend
12 traditional notions of fair play and substantial justice.

13 **PARTIES**

14 12. The true names or capacities whether individual, corporate, governmental or
15 associate, of the defendants named herein as Doe are unknown to Plaintiff who therefore sues said
16 defendants by such fictitious names. Plaintiff prays leave to amend this Complaint to show their
17 true names and capacities and/or bases for liability when the same have been finally determined.

18 13. Plaintiff is informed and believes, and upon such information and belief alleges,
19 that each of the defendants designated herein as Doe is strictly, negligently, or otherwise legally
20 responsible in some manner for the events and happenings herein referred to, and negligently or
21 otherwise caused injury and damages proximately thereby to Plaintiff and the Decedent as is
22 hereinafter alleged.

23 14. At all times herein mentioned each and every of the Defendants was the agent,
24 servant, employee, joint venturer, alter ego, successor-in-interest, and predecessor-in-interest of
25 each of the other, and each was acting within the course and scope of their agency, service, joint
26 venture, alter ego relationship, employment, and corporate interrelationship.

1 15. U.K. manufacturer Imperial Chemical Industries Ltd. a/k/a Imperial Chemical
2 Industries PLC (“ICI”) first introduced Paraquat to world markets in or about 1962 under the
3 brand name GRAMOXONE®.

4 15. In or about 1971, ICI created or acquired a wholly owned U.S. subsidiary
5 organized under the laws of the State of Delaware, which was ultimately known as ICI Americas
6 Inc. (“ICI Americas”).

7 16. Chevron Chemical Company was a corporation organized under the laws of the
8 State of Delaware.

9 17. Pursuant to distribution and licensing agreements with ICI and ICI Americas,
10 Chevron Chemical Company had exclusive rights to distribute and sell Paraquat in the United
11 States and did in fact manufacture, formulate, distribute, and sell Paraquat in the United States,
12 including in California for use in California, from approximately 1964 until approximately 1986.

13 18. Chevron U.S.A. Inc. is the successor-in-interest to Chevron Chemical Company.

14 19. At all relevant times, Chevron Chemical Company acted as the agent of Chevron
15 U.S.A. Inc. in selling and distributing Paraquat in the U.S. At all relevant times, Chevron
16 Chemical Company was acting within the scope of its agency in selling and distributing Paraquat.
17 Chevron U.S.A. Inc. is liable for the acts of its agent.

18 20. From approximately 1964 through approximately 1986, pursuant to distribution
19 and licensing agreements with Chevron Chemical Company, SAG’s and/or SCPLLC’s
20 predecessors-in-interest, ICI and ICI Americas, and Does One through Sixty manufactured some
21 or all of the Paraquat that Chevron Chemical Company distributed and sold in the United States,
22 including in California for use in California.

23 21. From approximately 1964 through approximately 1986, pursuant to distribution
24 and licensing agreements between and among them, ICI, ICI Americas, Chevron Chemical
25 Company, and Does One through Sixty acted in concert to register, manufacture, formulate, and
26 distribute and sell (through Chevron Chemical Company) Paraquat for use in the U.S., including
27 in California for use in California, and their respective successors-in-interest, SAG, SCPLLC, and
28 Chevron U.S.A. Inc., are jointly liable for the resulting injuries alleged herein.

22. After 1986, SCPLLC, Does One through Sixty, and/or their predecessors-in-interest sold and distributed and continue to sell and distribute Paraquat in the United States, including in California for use in California.

23. As a result of mergers and corporate restructuring, SAG is the successor-in-interest to ICI.

24. As a result of mergers and corporate restructuring, SCPLLC is the successor-in-interest to ICI Americas, Inc.

25. Thus, from approximately 1964 through the present, the Syngenta Defendants, Does One through Sixty, or their predecessors-in-interest have manufactured, formulated, distributed, and sold Paraquat for use in the U.S., including in California for use in California.

THE DECEDENT'S EXPOSURE TO PARAQUAT

26. The Decedent was exposed to Paraquat from approximately mid-1960s until approximately 2022: (1) when it was mixed, loaded, applied, and/or cleaned; (2) as a result of spray drift (the movement of herbicide spray droplets from the target area to an area where herbicide application was not intended, typically by wind); and/or (3) as a result of contact with sprayed plants.

27. At all relevant times, it was reasonably foreseeable that when Paraquat was used in the intended or a reasonably foreseeable manner, users of Paraquat and persons nearby would be exposed to it.

28. At all relevant times, it was reasonably foreseeable that Paraquat could enter the human body: (1) through absorption or penetration of the skin, mucous membranes, and other epithelial tissues (including tissues of the mouth, nose and nasal passages, trachea, and conducting airways, particularly where cuts, abrasions, rashes, sores, or other tissue damage were present); (2) through the olfactory bulb; (3) through respiration into the lungs; and (4) through ingestion into the digestive tract of small droplets swallowed after entering the mouth, nose, or conducting airways.

PARAQUAT CAUSES PARKINSON'S DISEASE

1 29. At all relevant times, it was reasonably foreseeable that Paraquat that entered a
2 human body could ultimately enter the brain.

3 30. At all relevant times, it was reasonably foreseeable that Paraquat that entered a
4 human body could induce the misfolding of the alpha synuclein protein.

5 31. Parkinson's disease is a progressive neurodegenerative disorder of the brain that
6 primarily affects the motor system-the part of the central nervous system that controls movement.

7 32. The characteristic symptoms of Parkinson's disease are its "primary" motor
8 symptoms: resting tremor (shaking movement when the muscles are relaxed), bradykinesia
9 (slowness in voluntary movement and reflexes), rigidity (stiffness and resistance to passive
10 movement), and postural instability (impaired balance).

11 33. Parkinson's disease's primary motor symptoms often result in "secondary" motor
12 symptoms such as freezing of gait; shrinking handwriting; mask-like expression; slurred,
13 monotonous, quiet voice; stooped posture; muscle spasms; impaired coordination; difficulty
14 swallowing; and excess saliva and drooling caused by reduced swallowing movements.

15 34. Non-motor symptoms-such as loss of or altered sense of smell; constipation; low
16 blood pressure on rising to stand; sleep disturbances; and depression-are present in most cases of
17 Parkinson's disease, often for years before any of the primary motor symptoms appear.

18 35. There is currently no cure for Parkinson's disease; no treatment will stop or reverse
19 its progression; and the treatments most commonly prescribed for its motor symptoms tend to
20 become progressively less effective, and to increasingly cause unwelcome side effects, the longer
21 they are used.

22 36. One of the primary pathophysiological hallmarks of Parkinson's disease is the
23 selective degeneration and death of dopaminergic neurons (dopamine-producing nerve cells) in a
24 part of the brain called the substantia nigra pars compacta ("SNpc").

25 37. Dopamine is a neurotransmitter (a chemical messenger that transmits signals from
26 one neuron to another neuron, muscle cell, or gland cell) that is critical to the brain's control of
27 motor function (among other things).
28

1 38. The death of dopaminergic neurons in the SNpc decreases the production of
2 dopamine. Once dopaminergic neurons die, they are not replaced; when enough dopaminergic
3 neurons have died, dopamine production falls below the level the brain requires for proper control
4 of motor function, resulting in the motor symptoms of Parkinson's disease.

5 39. The presence of Lewy bodies (insoluble aggregates of a protein called alpha-
6 synuclein) in many of the remaining dopaminergic neurons in the SNpc is another of the primary
7 pathophysiological hallmarks of Parkinson's disease.

8 40. Dopaminergic neurons are particularly susceptible to oxidative stress, a disturbance
9 in the normal balance between oxidants present in cells and cells' antioxidant defenses.

10 41. Scientists who study Parkinson's disease generally agree that oxidative stress is a
11 major factor in-if not the precipitating cause of-the degeneration and death of dopaminergic
12 neurons in the SNpc and the accumulation of Lewy bodies in the remaining dopaminergic neurons
13 that are the primary pathophysiological hallmarks of the disease.

14 42. Paraquat is highly toxic to both plants and animals, creating oxidative stress that
15 causes or contributes to cause the degeneration and death of plant or animal cells.

16 43. Paraquat creates oxidative stress in the cells of plants and animals because of
17 "redox properties" that are inherent in its chemical composition and structure: it is a strong
18 oxidant, and it readily undergoes "redox cycling" in the presence of molecular oxygen, which is
19 plentiful in living cells.

20 44. The redox cycling of Paraquat in living cells interferes with cellular functions that
21 are necessary to sustain life-with photosynthesis in plant cells, and with cellular respiration in
22 animal cells. The redox cycling of Paraquat in living cells creates a "reactive oxygen species"
23 known as superoxide radical, an extremely reactive molecule that can initiate a cascading series of
24 chemical reactions that creates other reactive oxygen species that damage lipids, proteins, and
25 nucleic acids, molecules that are essential components of the structures and functions of living
26 cells. Because the redox cycling of Paraquat can repeat indefinitely in the conditions typically
27 present in living cells, a single molecule of Paraquat can trigger the production of countless
28 molecules of destructive superoxide radical.

1 45. Paraquat's redox properties have been known to science since at least the 1930s.

2 46. It has been scientifically known since the 1960s that Paraquat (due to its redox
3 properties) is toxic to the cells of plants and animals. The same redox properties that make
4 Paraquat toxic to plant cells and other types of animal cells make it toxic to dopaminergic neurons
5 in humans—that is, Paraquat is a strong oxidant that interferes with the function of, damages, and
6 ultimately kills dopaminergic neurons in the human brain by creating oxidative stress through
7 redox cycling.

8 47. Paraquat is one of only a handful of toxins that scientists use to produce animal
9 models of Parkinson's disease, i.e., use in a laboratory to artificially produce the symptoms of
10 Parkinson's disease in animals.

11 48. Animal studies involving various routes of exposure have found that Paraquat
12 creates oxidative stress that results in the degeneration and death of dopaminergic neurons in the
13 SNpc, other pathophysiology consistent with that seen in human Parkinson's disease, and motor
14 deficits and behavioral changes consistent with those commonly seen in human Parkinson's
15 disease.

16 49. Hundreds of in vitro studies (experiments in a test tube, culture dish, or other
17 controlled experimental environment) have found that Paraquat creates oxidative stress that results
18 in the degeneration and death of dopaminergic neurons (and many other types of animal cells).

19 50. Epidemiological studies have found that exposure to Paraquat significantly
20 increases the risk of contracting Parkinson's disease. A number of studies have found that the risk
21 of Parkinson's disease is more than double in populations with occupational exposure to Paraquat
22 compared to populations without such exposure.

23 51. These convergent lines of evidence (toxicology, animal experiments, and
24 epidemiology) demonstrate that Paraquat exposure generally can cause Parkinson's disease.

25 **PARAQUAT REGULATION**

26 52. The Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §
27 136 et seq., which regulates the distribution, sale, and use of pesticides within the U.S., requires
28

1 that pesticides be registered with the U.S. Environmental Protection Agency (“EPA”) prior to their
2 distribution, sale, or use, except as described by FIFRA. 7 U.S.C. 136a(a).

3 53. The California Food & Agric. Code § D. 7, Ch. 2, which regulates the labeling,
4 distribution, use, and application of pesticides within the State of California, requires that
5 pesticides be registered with the California Department of Pesticide Regulation (“CDPR”) before
6 they are offered for sale in the State of California. Cal. Food & Agric. Code § 12811.

7 54. Paraquat is a “restricted use pesticide” under federal law, see 40 C.F.R. § 152.175,
8 which means it is “limited to use by or under the direct supervision of a certified applicator,” and
9 is a “restricted material” under California law, see Cal. Code Regs. tit. 3, § 6400(e), which means
10 it cannot be sold, used, or possessed by any person in California without the proper licensing and
11 permitting.

12 55. As part of the pesticide registration process, the EPA requires, among other things,
13 a variety of tests to evaluate the potential for exposure to pesticides, toxicity to people and other
14 potential non-target organisms, and other adverse effects on the environment.

15 56. As a general rule, FIFRA requires registrants, the chemical companies registered to
16 sell the pesticides, to perform health and safety testing of pesticides. However, FIFRA does not
17 require the EPA itself to perform health and safety testing of pesticides, and the EPA generally
18 does not perform such testing.

19 57. The EPA registers (or re-registers) a pesticide if it is persuaded, based largely on
20 studies and data submitted by the registrant, that: (1) its composition is such as to warrant the
21 proposed claims for it, 7 U.S.C. § 136a(c)(5)(A); (2) its labeling and other material required to be
22 submitted comply with the requirements of FIFRA, 7 U.S.C. § 136a(c)(5)(B); (3) it will perform
23 its intended function without unreasonable adverse effects on the environment, 7 U.S.C. §
24 136a(c)(5)(C); and (4) when used in accordance with widespread and commonly recognized
25 practice it will not generally cause unreasonable adverse effects on the environment, 7 U.S.C. §
26 136a(c)(5)(D).

1 58. FIFRA defines “unreasonable adverse effects on the environment” as “any
2 unreasonable risk to man or the environment, taking into account the economic, social, and
3 environmental costs and benefits of the use of any pesticide.” 7 U.S.C. § 136(bb).

4 59. Under FIFRA, “[a]s long as no cancellation proceedings are in effect registration
5 of a pesticide shall be prima facie evidence that the pesticide, its labeling and packaging comply
6 with the registration provisions of [FIFRA].” 7 U.S.C. § 136a(f)(2). However, FIFRA further
7 provides that “[i]n no event shall registration of an article be construed as a defense for the
8 commission of any offense under [FIFRA].” 7 U.S.C. § 136a(f)(2).

9 60. The distribution or sale of a pesticide that is misbranded is an offense under
10 FIFRA, which provides in relevant part that “it shall be unlawful for any person in any State to
11 distribute or sell to any person ... any pesticide which is ... misbranded.” 7 U.S.C. § 136j(a)(1)(E).
12 A pesticide is misbranded under FIFRA if, among other things: (1) its labeling bears any
13 statement, design, or graphic representation relative thereto or to its ingredients which is false or
14 misleading in any particular, 7 U.S.C. § 136(q)(1)(A); (2) the labeling accompanying it does not
15 contain directions for use which are necessary for effecting the purpose for which the product is
16 intended and if complied with, together with any requirements imposed under section 136a(d) of
17 this title, are adequate to protect health and the environment, 7 U.S.C. § 136(q)(1)(F); or (3) the
18 label does not contain a warning or caution statement which may be necessary and if complied
19 with, together with any requirements imposed under section 136a(d) of this title, is adequate to
20 protect health and the environment,” 7 U.S.C. § 136(q)(1)(G).

21 61. As a result, a pesticide may be misbranded despite an EPA determination that it
22 met FIFRA’s registration criteria. In other words, notwithstanding its registration, a pesticide is
23 misbranded if its label contains “false or misleading” statements, has inadequate instructions for
24 use, or omits warnings or cautionary statements necessary to protect human health. Similarly, a
25 pesticide may be found to cause unreasonable adverse effects on humans when used according to
26 the approved label despite a determination by the EPA that it would not.

27 62. Plaintiff does not seek in this action to impose on Defendants any labeling or
28 packaging requirement in addition to or different from those required under FIFRA. Any

1 allegation in this Complaint that a Defendant breached a duty to provide adequate directions for
 2 the use of or warnings about Paraquat, breached a duty to provide adequate packaging for
 3 Paraquat, concealed, suppressed, or omitted to disclose any material fact about Paraquat, or
 4 engaged in any unfair or deceptive practice regarding Paraquat, is intended and should be
 5 construed to be consistent with that alleged breach, concealment, suppression, or omission, or
 6 unfair or deceptive practice having rendered the Paraquat “misbranded” under FIFRA. However,
 7 Plaintiff brings claims and seeks relief in this action only under state law, and does not bring any
 8 claims or seek any relief in this action under FIFRA.

9 **Acts of Syngenta Defendants**

10 63. SAG is a foreign corporation organized and existing under the laws of Switzerland,
 11 with its principal place of business in Basel, Switzerland. It is a successor by merger or
 12 continuation of business to its corporate predecessors, including but not limited to ICI.

13 64. SCPLLC is a limited liability company organized under the laws of the State of
 14 Delaware. It is a successor by merger or continuation of business to its corporate predecessors,
 15 including but not limited to ICI Americas. SCPLLC is registered with the State of California,
 16 Secretary of State to do business in the State of California.

17 65. SCPLLC or its corporate predecessors have sufficient minimum contacts with the
 18 State of California and have purposefully availed themselves of the privileges of conducting
 19 business in the State of California, in that they:

20 a. secured and maintained the registration of Paraquat products and other pesticides
 21 with the CDPR to enable themselves and others to manufacture, distribute, sell, and use
 22 these products in the State of California;

23 b. marketed, licensed, advertised, distributed, sold, and delivered Paraquat and
 24 other pesticides to chemical companies, licensees, distributors, and dealers whom they
 25 expected to distribute and sell Paraquat and other pesticides in or for use in the State of
 26 California, including the Chevron Defendants and “Syngenta Retailers,” as well as to
 27 applicators and farmers in the State of California;
 28

1 c. employed or utilized sales representatives to market and sell Paraquat and other
2 pesticides in California;

3 d. maintained several locations throughout the State of California, including in the
4 towns of Sanger, Granite Bay and Roseville;

5 e. attended meetings of the CDPR's Pesticide Registration and Evaluation
6 Committee relating to the registration of their pesticides, including Paraquat;

7 f. sponsored continuing education seminars for the CDPR at various locations in
8 the State of California, including the towns of Oxnard, Seal Beach, Rancho Santa Fe,
9 Somis, Orcutt, Woodland and Pala;

10 g. utilized California state courts to promote their pesticide business, including
11 filing an action against the CDPR and another pesticide manufacturer for allegedly using
12 Syngenta data to obtain approval of pesticides for others without its consent, *see Syngenta*
13 *Crop Prot., Inc. v. Helliker* (2006) 138 Cal.App.4th 1135; and filing an action against the
14 California EPA's Office of Environmental Health Hazard Assessment challenging the
15 agency's decision to list its pesticide atrazine as a chemical known to cause reproductive
16 toxicity under Proposition 65, *see Syngenta Crop Protection v. OEHHA* (Sacramento
17 Superior Court Case No. 34-2014-800001868); and performed and funded the testing of
18 pesticides in the State of California.

19 66. SCPLLC's contacts with the State of California are related to or gave rise to this
20 controversy.

21 67. SAG exercises an unusually high degree of control over SCPLLC, such that
22 SCPLLC is the agent or mere instrumentality of SAG. SCPLLC's contacts with California are thus
23 imputed to SAG for purposes of jurisdiction. *See City of Greenville, Ill. v. Syngenta Crop Prot.,*
24 *Inc.*, 830 F. Supp. 2d 550 (S.D. Ill. 2011).

25 **Acts of Chevron Defendants**

26 68. Chevron U.S.A., Inc. is a corporation organized under the laws of the State of
27 Pennsylvania, with its headquarters and principal place of business in San Ramon, California.
28

69. Does One through Sixty are corporate entities which are agents, joint venturers, alter-egos, successors-in-interest, and predecessors-in-interest to Chevron U.S.A., Inc. Does One through Sixty were each acting within the course and scope of their agency, joint venture, alter-ego relationship, and corporate interrelationship. The exact nature, relation, and corporate structure of Does One through Sixty have not yet been finally determined. Plaintiff reserves the right to amend this complaint with corporate allegations when they are finally determined.

70. Jurisdiction is proper over Chevron U.S.A. Inc. because it is a California resident and citizen, maintaining its principal place of business and headquarters in California.

**DEFENDANTS' TORTIOUS CONDUCT RESULTED IN THE DECEDENT
DEVELOPING PARKINSON'S DISEASE**

71. Plaintiff hereby refers to, incorporates, and re-alleges by this reference as though set forth in full, each and every allegation hereinabove and makes them a part of the following allegations.

72. The Decedent was a resident and citizen of Wisconsin at her time of death on or around August 07, 2022.

73. The Decedent was exposed to Paraquat manufactured and sold by Defendants.

74. The Decedent was exposed to Paraquat until at least approximately 2022.

75. The Decedent was exposed to Paraquat: (1) when it was mixed, loaded, applied, and/or cleaned; (2) as a result of spray drift (the movement of herbicide spray droplets from the target area to an area where herbicide application was not intended, typically by wind); and/or (3) as a result of contact with sprayed plants.

76. The Paraquat to which the Decedent was exposed entered her body through absorption or penetration of the skin, mucous membranes, and other epithelial tissues (including tissues of the mouth, nose and nasal passages, trachea, and conducting airways, particularly where cuts, abrasions, rashes, sores, or other tissue damage are present); and/or 2) through the olfactory bulb; and/or 3) through respiration into the lungs; and/or 4) through ingestion into the digestive tract of small droplets swallowed after entering the mouth, nose, or conducting airways.

1 77. Once absorbed, the Paraquat entered her bloodstream, attacked her nervous system,
2 and was substantial factor in causing her to suffer Parkinson's disease.

3 78. The Decedent began suffering from symptoms consistent with Parkinson's disease
4 and was diagnosed with Parkinson's disease in or about 2022 and later passed away on or around
5 August 07, 2022.

6 79. The Plaintiff nor the Decedent had no reason to suspect the diagnosis was
7 connected to her past Paraquat exposure.

8 80. The Plaintiff nor the Decedent were never told, either by a medical professional, by
9 media, or by the Defendants, that chronic exposure to Paraquat could cause her to suffer
10 Parkinson's disease.

11 81. Plaintiff recently became aware of Paraquat's role in causing her Parkinson's
12 disease and the wrongful acts of the Defendants that caused or contributed to her developing
13 Parkinson's disease.

14 82. The Plaintiff nor the Decedent discovered this earlier because they had no reason to
15 suspect that the Decedent working with Paraquat could cause her to suffer Parkinson's disease.

16 83. Defendants' acts and omissions were a legal, proximate, and substantial factor in
17 causing the Decedent to suffer severe and permanent physical injuries, pain, mental anguish, and
18 disability.

19 87. By reason of the premises, Plaintiff has suffered general (non-economic) damages
20 in a sum in excess of the jurisdictional minimum of this court.

21 88. By reason of the premises, Plaintiff has suffered special (economic) damages in a
22 sum in excess of the jurisdictional minimum of this court.

23 **CAUSES OF ACTION**

24 **COUNT I - STRICT PRODUCTS LIABILITY DESIGN DEFECT**

25 89. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs
26 as if fully stated herein.
27
28

1 90. Defendants are liable to Plaintiff and the Decedent under a products liability theory
2 for marketing a defectively-designed product, as well as for failing to adequately warn of the risk
3 of severe neurological injury caused by chronic, low-dose exposure to Paraquat.

4 91. At all relevant times, Chevron U.S.A. Inc., the Syngenta Defendants, Does One
5 through Sixty, and their corporate predecessors designed, manufactured, distributed, and sold
6 Paraquat for use in the State of California.

7 92. At all relevant times and places, the Paraquat that Chevron U.S.A. Inc., the
8 Syngenta Defendants, Does One through Sixty, and their corporate predecessors designed,
9 manufactured, distributed, and sold was used in the intended or a reasonably foreseeable manner.

10 93. The Decedent was exposed to Paraquat that Chevron U.S.A. Inc., the Syngenta
11 Defendants, Does One through Sixty, and their corporate predecessors designed, manufactured,
12 distributed, and sold. As a result of that exposure, Paraquat entered the Decedent's body causing
13 the Decedent to develop Parkinson's disease.

14 94. The Paraquat that Chevron U.S.A. Inc., the Syngenta Defendants, Does One
15 through Sixty, and their corporate predecessors designed, manufactured, distributed, and sold did
16 not perform as safely as an ordinary consumer would have expected it to perform when used in the
17 intended or a reasonably foreseeable manner, in that:

18 a. as designed, manufactured, formulated and packaged Paraquat was likely to be
19 inhaled, ingested, and absorbed into the bodies of persons who used it, who were nearby
20 while it was being used, or who entered fields or orchards where it had been sprayed (or
21 areas near where it had been sprayed); and

22 b. when inhaled, ingested, or absorbed into the body, it was likely to cause
23 neurological damage that was both permanent and cumulative, and repeated low-dose
24 exposures were likely to cause neurodegenerative disease, including Parkinson's disease.

25 95. Alternatively, Chevron U.S.A. Inc., the Syngenta Defendants, Does One through
26 Sixty, and their corporate predecessors' Paraquat products were defectively designed in that the
27 risk of danger inherent in the challenged design outweighed the benefits of such design,
28 considering, among other relevant factors, the gravity of the danger posed by the challenged

1 design, the likelihood that such danger would occur, the mechanical feasibility of a safer
 2 alternative design, the financial cost of an improved design, and the adverse consequences to the
 3 product and to the consumer that would result from an alternative design.

4 96. The design defect existed when the Paraquat left Chevron U.S.A. Inc., the Syngenta
 5 Defendants, Does One through Sixty, and their corporate predecessors' possession and control.

6 WHEREFORE, Plaintiff, individually, and on behalf of all wrongful death beneficiaries of
 7 the Decedent, respectfully requests that this Court enter judgment in their favor for compensatory
 8 and punitive damages, together with interest, costs herein incurred, attorneys' fees and all relief as
 9 this Court deems just and proper. Additionally, Plaintiff demands a jury trial on all issues
 10 contained herein.

11 **COUNT II - STRICT PRODUCTS LIABILITY FAILURE TO WARN**

12 97. Defendants are also liable to Plaintiff and the Decedent under a products liability
 13 theory based on their failure to adequately warn of the risks of Paraquat. Plaintiff incorporates by
 14 reference each allegation set forth in preceding paragraphs as if fully stated herein.

15 98. When Chevron U.S.A. Inc., the Syngenta Defendants, Does One through Sixty, and
 16 their corporate predecessors manufactured and sold the Paraquat to which the Decedent was
 17 exposed, it was known or knowable to Chevron U.S.A. Inc., the Syngenta Defendants, Does One
 18 through Sixty, and their corporate predecessors in light of scientific knowledge that was generally
 19 accepted in the scientific community that:

20 a. Paraquat was designed, manufactured, formulated, and packaged such that it was
 21 likely to be inhaled, ingested, and absorbed into the bodies of persons who used it, who
 22 were nearby while it was being used, or who entered fields or orchards where it had been
 23 sprayed or areas near where it had been sprayed; and

24 b. when inhaled, ingested, or absorbed into the body, it was likely to cause latent
 25 neurological damage that was both permanent and cumulative, and that repeated, low-dose
 26 exposures were likely to cause neurodegenerative disease, including Parkinson's disease.
 27
 28

1 107. At all times relevant to this claim, in researching, designing, manufacturing,
2 packaging, labeling, distributing, and selling Paraquat, Chevron U.S.A. Inc., the Syngenta
3 Defendants, Does One through Sixty, and their corporate predecessors owed a duty to exercise
4 ordinary care for the health and safety of the persons whom it was reasonably foreseeable could be
5 exposed to Paraquat, including the Decedent.

6 108. When Chevron U.S.A. Inc., the Syngenta Defendants, Does One through Sixty, and
7 their corporate predecessors designed, manufactured, packaged, labeled, distributed, and sold the
8 Paraquat to which the Decedent was exposed, it was reasonably foreseeable that Paraquat:

9 a. was likely to be inhaled, ingested, and absorbed into the bodies of persons who
10 used it, who were nearby while it was being used, or who entered fields or orchards where
11 it had been sprayed or areas near where it had been sprayed; and

12 b. when inhaled, ingested, or absorbed into the bodies of persons who used it, who
13 were nearby while it was being used, or who entered fields or orchards where it has been
14 sprayed or areas near where it has been sprayed, it was likely to cause neurological damage
15 that was both permanent and cumulative, and repeated exposures were likely to cause
16 neurodegenerative disease, including Parkinson's disease.

17 109. In breach of the aforementioned duty to the Decedent, Chevron U.S.A. Inc., the
18 Syngenta Defendants, Does One through Sixty, and their corporate predecessors negligently:

19 a. failed to design, manufacture, formulate, and package Paraquat to make it
20 unlikely to be inhaled, ingested, and absorbed into the bodies of persons who used it, who
21 were nearby while it was being used, or who entered fields or orchards where it had been
22 sprayed or areas near where it had been sprayed;

23 b. designed, manufactured, and formulated Paraquat such that it was likely to cause
24 neurological damage that was both permanent and cumulative, and repeated exposures
25 were likely to cause clinically significant neurodegenerative disease, including Parkinson's
26 disease;

27 c. failed to conduct adequate research and testing to determine the extent to which
28 exposure to Paraquat was likely to occur through inhalation, ingestion, and absorption into

1 the bodies of persons who used it, who were nearby while it was being used, or who
2 entered fields or orchards where it had been sprayed or areas near where it had been
3 sprayed;

4 d. failed to conduct adequate research and testing to determine the extent to which
5 Paraquat spray drift was likely to occur, including its propensity to drift, the distance it was
6 likely to drift, and the extent to which Paraquat spray droplets were likely to enter the
7 bodies of persons spraying it or other persons nearby during or after spraying;

8 e. failed to conduct adequate research and testing to determine the extent to which
9 Paraquat was likely to cause or contribute to cause latent neurological damage that was
10 both permanent and cumulative, and the extent to which repeated exposures were likely to
11 cause or contribute to cause clinically significant neurodegenerative disease, including
12 Parkinson's disease;

13 f. failed to direct that Paraquat be used in a manner that would have made it
14 unlikely to be inhaled, ingested, and absorbed into the bodies of persons who used it, who
15 were nearby while it was being used, or who entered fields or orchards where it had been
16 sprayed or areas near where it had been sprayed; and

17 g. failed to warn that Paraquat was likely to cause neurological damage that was
18 both permanent and cumulative, and repeated exposures were likely to cause clinically
19 significant neurodegenerative disease, including Parkinson's disease.

20 110. Chevron U.S.A. Inc., the Syngenta Defendants, Does One through Sixty, and their
21 corporate predecessors knew or should have known that users would not realize the dangers of
22 exposure to Paraquat and negligently failed to take reasonable steps to prevent the foreseeable risk
23 of harm from exposure to Paraquat.

24 111. As a direct and proximate result of Chevron U.S.A. Inc., the Syngenta Defendants,
25 Does One through Sixty, and their corporate predecessors' negligence, Plaintiff suffered the
26 injuries described in this Complaint.

27 112. Additionally, in the course of designing, manufacturing, packaging, labeling,
28 distributing, and selling Paraquat, Chevron U.S.A. Inc., the Syngenta Defendants, Does One

1 through Sixty, and their corporate predecessors violated laws, statutes, and regulations, including
2 but not limited to: sections of Food & Agriculture Code, Division 7, Chapter 2 (Pesticides) and
3 sections of Title 3, California Code of Regulations, Division 6 (Pesticides).

4 113. The Decedent was a member of the class of persons that said laws, statutes, and
5 regulations were intended to protect.

6 114. The violations of said laws, statutes, and regulations by Chevron U.S.A. Inc., the
7 Syngenta Defendants, and Does One through Sixty were also substantial factors in causing the
8 Decedent's injuries.

9 115. The injuries that resulted from the violations by Chevron U.S.A. Inc., the Syngenta
10 Defendants, and Does One through Sixty were the kind of occurrences the laws, statutes, and
11 regulations were designed to protect against.

12 WHEREFORE, Plaintiff, individually, and on behalf of all wrongful death beneficiaries of
13 the Decedent, respectfully requests that this Court enter judgment in their favor for compensatory
14 and punitive damages, together with interest, costs herein incurred, attorneys' fees and all relief as
15 this Court deems just and proper. Additionally, Plaintiff demands a jury trial on all issues
16 contained herein.

17 **COUNT IV - BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

18 116. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs
19 as if fully stated herein.

20 117. At all relevant times, Chevron U.S.A. Inc., the Syngenta Defendants, Does One
21 through Sixty, and their corporate predecessors engaged in the business of designing,
22 manufacturing, distributing, and selling Paraquat and other restricted-use pesticides and held
23 themselves out as having special knowledge or skill regarding Paraquat and other restricted-use
24 pesticides.

25 118. At all relevant times, Chevron U.S.A. Inc., the Syngenta Defendants, Does One
26 through Sixty, and their corporate predecessors designed, manufactured, distributed, and sold
27 Paraquat for use in the State of California.
28

124. This was not done by accident or through some justifiable negligence. Rather, Defendants knew that it could turn a profit by convincing the agricultural industry that Paraquat did not cause Parkinson's Disease, and that full disclosure of the true risks of Paraquat would limit the amount of money Defendants would make selling Paraquat in California. Defendants' objective was accomplished not only through its misleading labeling, but through a comprehensive scheme of selective fraudulent research and testing, misleading advertising, and deceptive omissions as more fully alleged throughout this pleading. The Decedent was denied the right to make an informed decision about whether to purchase, use, or be exposed to an herbicide, knowing the full risks attendant to that use. Such conduct was done with conscious disregard of the Decedent's rights.

125. There is no indication that Defendants will stop their deceptive and unlawful marketing practices unless they are punished and deterred. Accordingly, Plaintiff requests punitive damages against the Defendants for the harms caused to Plaintiff and the Decedent.

WHEREFORE, Plaintiff, individually, and on behalf of all wrongful death beneficiaries of the Decedent, respectfully requests that this Court enter judgment in their favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees and all relief as this Court deems just and proper. Additionally, Plaintiff demands a jury trial on all issues contained herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of all wrongful death beneficiaries of the Decedent, requests this Court to enter judgment in their favor and against the Defendants for:

- a. actual or compensatory damages in such amount to be determined at trial and as provided by applicable law;
- b. exemplary and punitive damages sufficient to punish and deter the Defendants and others from future fraudulent practices;
- c. pre-judgment and post-judgment interest;
- d. costs including reasonable attorneys' fees, court costs, and other litigation expenses; and

e. any other relief the Court may deem just and proper.

JURY TRIAL DEMAND

Plaintiff, individually, and on behalf of all wrongful death beneficiaries of the Decedent, demands a trial by jury on all of the triable issues within this pleading.

Dated: September 18, 2024

Respectfully Submitted,

/s/ Madison Keyes

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CERTIFICATE OF SERVICE

I hereby certify that on September 18, 2024, I electronically filed this Complaint with the Clerk of Court using the CM/ECF system, which will send electronic notification of such filing to counsel of record.

Respectfully Submitted,

/s/ Madison Keyes

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